

**Request for Proposal (RFP) for
Aircraft Maintenance and Administrative Support**

Solicitation Number:	10089811-21-P
Solicitation Issue Date:	June 29, 2021
Questions and Comments Due:	July 7, 2021 @ 12:00 p.m.
Proposal Due Date and Time ("Closing Date"):	August 2, 2021 @ 2:00 p.m.
Contract Terms:	5 (five) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.
City Contact:	Sonia Pacheco, Senior Procurement Contracting Officer SPacheco@saniego.gov (619) 236-7090
Submissions:	Respondent is required to provide four (4) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089811-21-P Aircraft
Maintenance and Administrative Support**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089811-21-P Aircraft Maintenance and Administrative Support (Contractor).

RECITALS

On or about 6/29/2021, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits there to are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide Aircraft Maintenance and Administrative Support.

City wishes to retain Contractor to furnish Aircraft Maintenance and Administrative Support as further described in the attached Exhibit B, Aircraft Maintenance and Administrative Support.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Aircraft Maintenance and Administrative Support to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Aircraft Maintenance and Administrative Support.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of Five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services or the end of the Five (5) year period, whichever is earliest. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$12,500,000 for the term of the contract.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Aircraft Maintenance and Administrative Support to be provided. Contractor will provide any Aircraft Maintenance and Administrative Support that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Aircraft Maintenance and Administrative Support will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Rotorcraft Support, Inc.
Proposer

BY: 

67 D Street
Street Address

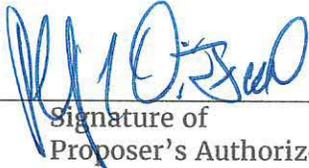
Print Name:
Matthew Vespi
~~Director, Purchasing & Contracting~~
~~Department~~

Fillmore, CA 93015
City

Chief Financial Officer
11/29/2021
Date Signed

(818)997-7667
Telephone No.

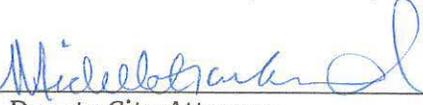
teri@rotorcrafternsupport.com
E-Mail

BY: 

Signature of
Proposer's Authorized
Representative

Approved as to form this 30th day of
November, 2021.
MARA W. ELLIOTT, City Attorney

Phillip G. DiFiore
Print Name

BY: 

Deputy City Attorney

President
Title

7/28/2021
Date

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.2.1 Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

2. **Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. **Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. **Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. **Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. **Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Optional Interview/Oral Presentation. The City may require proposers to interview and/or make an oral presentation.

The City will require proposers to interview and/or make an oral presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation.

Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process.

The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the

E. Price.	25
F. Optional Interview/Presentation	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
G. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each

**EXHIBIT B
SCOPE OF WORK**

A. SPECIFICATIONS

1. Background.

The City of San Diego Police Department's Air Support Unit (SDPD) operates a fleet of three Airbus AS350B3 helicopters and one Airbus H125 single engine gas turbine helicopter utilized for law enforcement applications, in order to maximize officer and public safety. The Air Support Unit flies an average of 3200 hours per year.

2. Statement of work.

The City is soliciting proposals from qualified companies that are in the business of providing complete helicopter maintenance, the supplying of Airbus AS350B3/H125 Original Equipment Manufacturer (OEM) replacement parts and OEM parts for the Turbomeca ARRIEL 2B1/2D turbine engines.

3. Pricing quotation.

Proposers shall submit their pricing on the price quotation pages as follows:

- 3.1** Maintenance of Airbus AS350B3/H125 Helicopters. Pricing per hour, per mechanic shall include maintenance, replacement or overhaul of time limited components, trouble shooting and repair of mechanical, electrical, and avionics equipment.
- 3.2** Supplying new OEM parts for Airbus AS350B3/H125 at a discount off the most current price sheet.
- 3.3** Supplying new OEM parts for Turbomeca turbine engines.

4. Intent of specifications.

These specifications are intended to describe the work to be performed, the materials to be supplied and the requirements for performance. Proposals which comply substantially with these specifications may be considered, provided each deviation is stated and the substitutions are described. The City reserves the right to accept or reject any substitutions or exceptions.

5. Helicopter maintenance and non-OEM parts.

- 5.1.** All Airbus AS350B3/H125 aircraft shall be maintained in accordance with the Airbus AS350B3/H125 Maintenance Manuals, including, but not limited to, the following inspections: 100 hour, 600 hour, 1,000 hour, 1,500 hour 2,000 hour, 3,000 hour, and 5,000 hour airframe inspections, including all Federal Aviation Authority (FAA) requirements (i.e. Airworthiness Directives, Alert Service Bulletins, and Technical Updates etc.). It is the contractor's responsibility to ensure compliance

- 5.7. The SDPD helicopters are equipped with a variety of law enforcement support equipment. It is the contractor's responsibility to maintain any piece of support equipment attached to or installed in the helicopters, per the appropriate manufacturer's manuals and FAA requirements. SDPD helicopter law enforcement support equipment includes, but is not limited to: FLIR 380HDc, Spectrolab Nightsun, Trakkabeam Searchlight, Silvus Downlink system, P.A. system, Aerocomputers Moving Maps, Avalex/Macro Blue Monitors, Avalex digital recorders, and Sagem/Garmin Primary Flight Displays. The helicopters are also equipped with various aviation radios, police radios, and navigation systems. During the term of the contract new equipment may be purchased and installed in the helicopters. It will be the contractor's responsibility to maintain any new equipment installed on the helicopters, per the manufacturer requirements.
- 5.8. All routine and unscheduled maintenance shall be performed at the SDPD Air Support Unit hangar, located at Montgomery Field in San Diego. Major repairs and/or overhaul maintenance may be performed at contractor facility at the discretion of the SDPD Air Support Maintenance Supervisor (SDPD). A contractor on-site mechanic shall conduct a daily inspection of the aircraft on all scheduled workdays, prior to the first flight of the day.
- 5.9. The contractor shall provide three (3) mechanics on a full time basis to work on the helicopters at the SDPD Air Support Unit hangar. An additional (part-time) mechanic shall be provided as needed to expedite the maintenance process or to cover a full time mechanic's scheduled absence, if requested by the SDPD Air Support Supervisor. If an extra mechanic is requested (part-time) to assist with large inspections, the appropriate daily per diem rate will be paid, to cover travel expenses, including roundtrip vehicle mileage from the contractor's primary base of operation. Per diem and travel expenses will not be paid if a mechanic is requested to cover a full time mechanic's vacation or sick time.
- 5.10. All mechanics assigned to work on SDPD helicopters shall have a current FAA Airframe and Power-plant license (A&P). Mechanics assigned to work on SDPD aircraft at the Contractor's facility, do not have to be A&P certified, but shall be supervised by a certified A&P mechanic or Inspection Authority (IA). Any mechanic assigned to maintain SDPD's aircraft shall have at least five years of helicopter maintenance experience with not less than three years of experience on Airbus AS350/H125 Series helicopters. Mechanic experience must include extensive knowledge on Airbus airframe and Turbomeca engine inspections. In addition, mechanics need to have demonstrated and documented (by previous employers) good interpersonal skills and shall be able to work on assigned aircraft with minimal supervision. Proof of training and qualifications for each mechanic must be submitted with the proposal.
- 5.11. At least one of the full time mechanics assigned to the SDPD Air Support Unit must have an FAA Certified and valid Inspector Authorization (I.A.)

- 5.20. The contractor shall be capable of providing emergency repairs twenty-four (24) hours per day anywhere in the County of San Diego with two (2) hour notice. The City will pay the standard or overtime labor rate for service that is performed at other than the contractor's place of business or the SDPD Air Support Unit hangar.
- 5.21. Contractor shall neither subcontract nor assign any of the work to be performed under the terms of this agreement to other than those subcontractors which have been pre-approved by the SDPD Air Support Supervisor. All work performed by subcontractors must have prior written approval from the SDPD Air Support Supervisor. Sub-contractor proposals may be submitted, as needed, for written approval from the SDPD Air Support Supervisor during the term of the Contract.
- 5.22. The City reserves the right to seek competitive bids on any repair/replacement parts costing in excess of \$15,000.00 or on any repair/replacement parts that the contractor cannot supply in a timely manner. All installation of repair/replacement parts regardless of the supply source shall be performed under terms of this contract.
- 5.23. The contractor shall conduct a semi-annual, on-site, facility inspection. This inspection should include, workspace safety, tool/FOD (Foreign Object Debris) control and administrative areas. A written report shall be provided to the SDPD maintenance supervisor within 10 days of the inspection.

6. OEM parts.

Proposers shall furnish with their proposal evidence that they have been regularly engaged in the business of selling all required OEM replacement parts and that they are fully prepared with the necessary capital and materials to perform the work required under the terms of this agreement. The City reserves the right to request additional documentation and references. The City shall be the named entity on the manufacturer warranty for all parts ordered by the Contractor. If the Contractor is named on the manufacturer warranty for parts, the Contractor shall pass through the manufacturer warranty to the City.

7. Available tools.

Contractor shall provide, at the SDPD hangar at Montgomery Field Airport, a set of tools for the Airbus AS350B3/H125 helicopter and the Turbomeca 2B1/2D turbine engine. Any specialty tool not on site, but required to perform maintenance, shall be provided free of charge to the City, to include shipping charges.

8. Travel.

If a Contract mechanic assigned to SDPD is required to travel to contractor's facility, on SDPD business or at the request of SDPD, Contractor may charge travel time portal-to-portal from San Diego to Contractor's facility. Lodging, meals and incidentals reimbursement will be at the federal GSA rates in place for

10. Pricing.

10.1. Labor Rates.

Item No.	Est. Qty	U/M	Description	Hourly Rate	Extension
1.	4160	HR	Labor Rate for all work required during regular working hours.	\$	\$
2.	300	HR	Labor Rate for all work required outside of regular working hours (overtime), including holidays and emergency call backs.	\$	\$
TOTAL SECTION:					\$

10.2. Third full-time mechanic or additional mechanics as requested by SDPD.

Item No.	Est. Qty.	U/M	Description	Hourly Rate	Extension
1.	2,080	HR	Labor rate for all work required during regular working hours.	\$	\$
TOTAL SECTION:					\$

10.3. OEM parts Airbus AS350/H125 and Turbomeca engines.

Item No.	Description	Discount
1.	Airbus Repair Parts List Price	_____ %
2.	Turbomeca Repair Parts List Price	_____ _____ _____

F. **ADDITIONAL INSURANCE.** In addition to the insurance requirements specified in Article VII of the General Contract Terms and Provisions, the following insurance is required:

1. The limits stated in the Commercial General Liability (CGL) insurance requirements in the General Contract Terms and Provisions providing coverage liability arising from any and all bodily injury, personal injury, advertising injury or property damage is hereby increased to the amount of **TWENTY-FIVE MILLION DOLLARS (\$25,000,000)** per occurrence with no annual aggregate. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

2. Hanger Keeper Insurance for **TWENTY-FIVE MILLION DOLLARS (\$25,000,000)**.

G. **RESERVE**

H. **DEPARTMENT REPRESENTATIVE.** The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

I. **PAYMENT CARD INDUSTRY DATA SECURITY DOCUMENTS**

1. **Contractor Certification.** Contractor certifies that it will implement and at all times comply with the most current Payment Card Industry Data Security Standards (PCI DSS) regarding data security. Contractor will provide written annual confirmation of PCI DSS compliance from the credit card types used by the City (i.e. VISA, MasterCard, Discover, and American Express). Contractor will immediately notify the City if it undergoes, or has reason to believe that it will undergo, an adverse change resulting in the loss of compliance with the PCI DSS standards and/or other material payment card industry standards. In addition, contractor shall provide payment card companies, acquiring financial institutions, and their respective designees required access to the contractor's facilities and all pertinent records as deemed necessary by the City to verify contractor's compliance with the PCI DSS requirements.

2. **Data Security.** Contractor acknowledges responsibility for the security of cardholder data as defined within PCI DSS standards. Contractor shall undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt network devices. Upon request, Contractor will provide the City's Chief Information Security Officer with copies of the quarterly scans for verification. Contractor will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed during the performance of this Contract.



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

C. Highest Wage Rate Applies. Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

RFP 10089811-21-P AIRCRAFT MAINTENANCE & ADMINISTRATIVE SUPPORT

B. BIDDER/PROPOSER INFORMATION:

Rotorcraft Support, Inc.

Legal Name	Fillmore	DBA	CA	93015
67 D Street	City	State	Zip	
Street Address	(818) 997-7667	(818) 997-1513		
Teri Neville, Vice President	Phone	Fax		
Contact Person, Title				

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Phillip G. DiFiore	President (100% shareholder)
Name	Title/Position
Fillmore, CA	Rotorcraft Support, Inc.
City and State of Residence	Employer (if different than Bidder/Proposer)
President and sole shareholder of Bidder	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 01/24/1986 State of incorporation: California

List corporation's current officers: President: Phillip G. DiFiore
Vice Pres: Teri Neville
Secretary: Phillip G. DiFiore
Treasurer: Phillip G. DiFiore

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	<u>100</u>	<u>100</u>	<u>0</u>
b. Number of nonvoting shares:	<u>0</u>	<u>0</u>	<u>0</u>
c. Number of shareholders:			<u>1</u>
d. Value per share of common stock:		Par	<u>\$ 1,000.00</u>
		Book	<u>\$ _____</u>
		Market	<u>\$ _____</u>

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of the West

Point of Contact: Kellie Hardick

Address: 15165 Ventura Blvd, Sherman Oaks, CA 91403

Phone Number: (818) 728-3629

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: 2006009905 Year Issued: 2001

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Diego Police Department

Contact Name and Phone Number: Sgt. Craig Evans, (858)573-5078
Contact Email: cevans@pd.sandiego.gov
Address: 4141 Kearny Villa Rd., San Diego, CA 92123
Contract Date: April 1, 2001
Contract Amount: \$ 1,000,000.00
Requirements of Contract: Helicopter maintenance, avionics, spares, structures, repairs, exchanges

Company Name: Orange County Sheriff's Department
Contact Name and Phone Number: Cpt. Thomas Graham
Contact Email: tgraham@ocsheriff.gov
Address: 361 Paularino Ave., Hangar 26, Costa Mesa, CA 92626
Contract Date: August 8, 2019
Contract Amount: \$ 750,000.00
Requirements of Contract: Helicopter Bell & Airbus spares, overhaul, repairs, exchanges

Company Name: California Highway Patrol
Contact Name and Phone Number: David Castro - (714)228-2300
Contact Email: dcastro@chp.ca.gov
Address: 230 N. Dale Pl., Ste. 300, Fullerton, CA 92833
Contract Date: January 16, 2017
Contract Amount: \$ 1,000,000.00
Requirements of Contract: Helicopter maintenance, avionics, spares, structures, repairs, overhauls, exchanges

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # _____

b. Woman or Minority Owned Business Enterprise Certification # _____

c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

SEE ATTACHED

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

SEE SECTION 8

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 10/05/2016.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

PHillip G. DiFiore, President

Name and Title



Signature

7/28/2021

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Rotorcraft Support, Inc.

Certified By Teri Neville Title Vice President

Teri Neville

 Name
 Signature

Date July 28, 2021



EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

Rotorcraft Support, Inc. is committed to supporting small and disadvantaged businesses whenever possible. A visit to the City of San Diego website to search for SLBE or ELBE contractors revealed that there were no contractors listed that could provide a commercially useful function relating to aviation or helicopters services.

RSI also visited the resources from CAL TRANS, the California Public Utilities Commission, and the City of Los Angeles. Again, there were no contractors listed relating to Aviation or Helicopter services.

However, a visit to California Department of General Services did confirm that at least one of the contractors that regularly provide subcontracting services for the San Diego Police Department is a certified DGS small business. A print-out of their certification is enclosed.

SUBCONTRACTING

Subcontracting on this contract will be very different that the standard subcontracting as outlined in the EOCP. RSI does not contract ahead of time for a set project. The SDPD unit will determine what services are needed and the RSI administrative team then researches to find the best quality and the best price. These findings are presented to the SDPD Air Unit who will make the final decision.

Printed on: 7/22/2021 9:02:57 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1247300

Legal Business Name:

FREEDOM AERO SERVICE INC

Doing Business As (DBA) Name 1:

FREEDOM AERO SERVICE INC.

Doing Business As (DBA) Name 2:

Address:

3200 HOWARD STREET
MCCLELLAN
CA 95652

Email Address:

scottd@freedommaeroservice.com

Business Web Page:

<http://www.freedommaeroservice.com>

Business Phone Number:

916/434-5194

Business Fax Number:

916/434-5637

Business Types:

Non-Manufacturer , Service

Certification Type	Status	From	To
SB	Approved	09/08/2020	09/30/2022

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at CaleProcure.CA.GOV

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Rotorcraft Support, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 67 D Street

City: Fillmore County: Ventura State: CA Zip: 93015

Telephone Number: 818-997-7667 Fax Number: 818-997-1513

Name of Company CEO: Phillip G. DiFiore

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Helicopter maintenance & services Type of License: FAA Repair Station

The Company has appointed: Teri Neville

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 67 D Street, Fillmore, CA 93015

Telephone Number: 818-997-7667 Fax Number: 818-997-1513 Email: teri@rotorcrafter.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Rotorcraft Support, Inc.

(Firm Name)

Ventura, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 30 day of June, 2021

Teri Neville
(Authorized Signature)

Teri Neville
(Print Authorized Signature Name)

NAME OF FIRM: **Rotorcraft Support, Inc.**

DATE: **6/30/2021**

OFFICE(S) or BRANCH(ES): **City of San Diego**

COUNTY: **San Diego**

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1											
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	0	1	0	0	0	0	0	0	0	0	0	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 1

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: **Rotorcraft Support, Inc.**

DATE: **6/30/2021**

OFFICE(S) or BRANCH(ES): **Headquarters**

COUNTY: **Ventura**

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1								6	1		
Professional														
A&E, Science, Computer														
Technical														
Sales				2							2	1		
Administrative Support				6		2					1	6		
Services														
Crafts	2		14		4						8			
Operative Workers			2											
Transportation														
Laborers*			2								1			

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	0	19	8	4	2	0	0	0	0	18	8	0	0
--------------------	---	---	----	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees **61**

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Rotorcraft Support, Inc.
 Company Address: 67 D Street, Fillmore, CA 93015
 Company Contact Name: Teri Neville Contact Phone: (818)997-7667

CONTRACT INFORMATION

Contract Number (if no number, state location): Start Date:
 Contract Title (or description): Helicopter Maintenance End Date:
 Purpose/Service Provided: Helicopter parts & service

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

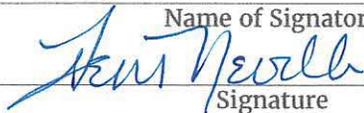
If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Teri Neville

Name of Signatory



Signature

Vice President

Title of Signatory

7/28/2021

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: LWO Analyst: Contract Number:

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number YT2R331L

This certificate is issued to
ROTORCRAFT SUPPORT, INC.
whose business address is

16425 Hart Street
Van Nuys, California 91406

upon finding that its organization complies in all respects
with the requirements of the Federal Aviation Regulations
relating to the establishment of an Air Agency, and is
empowered to operate an approved Repair Station

with the following ratings:

Limited Airframe
Limited Powerplant
Limited Specialized Service (09-01-93)
Limited Instrument (06-25-01)
Limited Radio (06-25-01)
Limited Accessory (06-03-03)

This certificate, unless canceled, suspended, or revoked,
shall continue in effect indefinitely.

Date issued:

April 18, 1986

Reissued: June 3, 2003

By direction of the Administrator

Clara Miller
ROBYN L. MILLER, Manager

Van Nuys FSDO, Western-Pacific Region

This Certificate is not Transferable, and any major change in the basic facilities, or in the location thereof, shall be immediately reported to the appropriate regional office of the Federal Aviation Administration

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both

Table of Contents

Part A

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
001 Issuance and Applicability	01/31/2012	06/05/2013	6
002 Definitions and Abbreviations	01/12/2012	06/05/2013	5
003 Ratings and Limitations	01/30/2004	06/05/2013	20
004 Summary of Special Authorizations and Limitations	09/23/1998	12/07/2004	2
007 Designated Persons	12/19/2006	01/18/2007	3
449 Antidrug and Alcohol Misuse Prevention Program	07/17/2009	02/02/2011	3

	warrant permanently staffing and equipping the station for its accomplishment.
Limited Rating	A rating issued to repair stations for the performance of maintenance on particular makes and models of airframes, powerplants, propellers, radios, instruments, accessories, and/or parts.
Limited Ratings - Specialized Services	Rating issued for a special maintenance function when the function is performed in accordance with a specification approved by the Administrator.
Line Maintenance	Any unscheduled maintenance resulting from unforeseen events, or scheduled checks where certain servicing and/or inspections do not require specialized training, equipment, or facilities.
MAG	The Maintenance Annex Guidance (MAG) defines the process that the FAA and EASA undertake in the inspection, findings of compliance certification, and monitoring of repair stations, as well as their joint cooperation in quality assurance and standardization activities in support of the Agreement, Annex 2, Maintenance.
Maintenance	The inspection, overhaul, repair, preservation, and replacement of parts, but excludes preventive maintenance.
U.S./EC Aviation Safety Agreement, Annex 2, Maintenance	Annex 2 covers the reciprocal acceptance of findings of compliance, approvals, documentation and technical assistance regarding approvals and the monitoring of repair stations/maintenance organizations.
MIP	Maintenance Implementation Procedures (MIP) are procedures for implementing the provisions of a BASA that apply to maintenance.
MOE	A maintenance organization exposition (MOE) pertains to EASA member countries that use an MOE in place of a Repair Station Manual (RSM) and a Quality Control Manual (QCM).
Preventive Maintenance	As defined in 14 CFR part 1 and part 43 appendix A, subparagraph (c).
QCM	Quality Control Manual
Repair Station located in the United States	A certificated repair station located in the United States.
Repair Station located outside the United States	A certificated repair station located outside of the United States.
RSM	Repair Station Manual

A003 . Ratings and Limitations

HQ Control: 01/30/2004

HQ Revision: 010

The Certificate Holder is authorized the following Ratings and/or Limitations:

Class Ratings

None

Limited Ratings

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
Airframe	Bell	Models 47, 204, 205, 206, 212, 222, 407, 412, 427, 429 and 430 Series.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, Manufacturer's Instructions, and/or FAA Approved Data.
		OH-58 Series and UH-1H Series that are type certificated.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, Manufacturer's Instructions, and/or FAA Approved Data.
	Bell	206 Series fuselage and tailboom structural repairs. 205 A1, 212, 412, and UH-1H, UH-1N tailboom structural repairs.	All repairs in accordance with Manufacturer's Structural Repair Manual, Manufacturer's Instructions, and /or FAA Approved Data.
	Schweizer/Sikorsky	Models 269A/B, D, 300C/CB.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	MD Helicopters	Models 369 C/D/E/F/P/500 & 600N, 900.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Aerospatiale/Eurocopters	Models AS 350 and AS 355 Series.	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
Eurocopters	BO-105, EC120, EC130 and EC135 Series	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA	

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
			DG, Attitude Indicator, HSI, ADI, RMI, Moving Map, Compass Systems, and Attitude Systems, Including the installation of Flight Director, and Autopilot Systems/equipment.
Radio (Installation)	From the accepted Capability List, as amended	From the accepted Capability List, as amended	Limited to the removal, replacement, installation, and in-aircraft testing of certificated components of HF/VHF/UHF Communication, Navigation, Thunderstorm Detection, Weather Rader, Traffic Advisory, and Class B TAWS Systems. As well as test and inspect for compliance with Title 14 Code of Federal Regulations Part 91.171, and 91.207.
Accessory - Electronic/Electrical Installation	From the accepted Capability List, as amended	From the accepted Capability List, as amended	Limited to the removal, replacement, installation, and in-aircraft testing of various accessories (in-flight entertainment, inverters, voltage converters, cabin display, telecommunication), and various non-essential electronic/electrical cabin systems.
Battery	Concorde	Concorde lead acid batteries all models	Limited to capacity check All work on the above listed components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.

Limited Ratings - Specialized Services

<u>Rating</u>	<u>Specifications</u>	<u>Limitations</u>
Non-Destructive Inspection and Test		
Magnetic Inspection	ASTM E 1444, MIL-STD-1949	All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.
Penetrant	MIL-STD-6866, ASTM E 1417	All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.
Eddy Current	ASTM E 1004	All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent

A449 . Antidrug and Alcohol Misuse Prevention Program

HQ Control: 07/17/2009

HQ Revision: 00a

- a. The Part 145 repair station certificate holder has elected to implement an Antidrug and Alcohol Misuse Prevention Program, because the certificate holder performs safety-sensitive functions for a 14 CFR Part 121, and 135 certificate holder and/or for a 14 CFR Part 91 operator conducting operations under Section 91.147.
- b. The certificate holder certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug and Alcohol Misuse Prevention Program.
- c. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 1 below:

Table 1

Location & Telephone of Antidrug and Alcohol Misuse Prevention Program Records:	
Telephone Number:	A1 (818)997-7667
Address:	16425 Hart Street
Address:	
City:	Van Nuys
State:	CA
Zip code:	91406

d. Limitations and Provisions.

- (1) Antidrug and Alcohol Misuse Prevention Program inspections and enforcement activity will be conducted by the Drug Abatement Division. Questions regarding these programs should be directed to the Drug Abatement Division.
- (2) The certificate holder is responsible for updating this operations specification when any of the following changes occur:
 - (a) Location or phone number where the Antidrug and Alcohol Misuse Prevention Program Records are kept.
 - (b) If the certificate holder's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.
- (3) The certificate holder with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA.
- (4) The certificate holder with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

The certificate holder has fewer than 50 safety-sensitive employees.

AIRBUS

HELICOPTERS

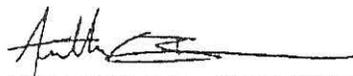
AIRBUS HELICOPTERS
CERTIFICATE OF PREMIUM SERVICE CENTER STATUS

PRESENTED TO

ROTORCRAFT SUPPORT, INC.

THIS CERTIFIES A COMMITMENT OF QUALITY, INTEGRITY, AND IMPROVING THE
CUSTOMER EXPERIENCE PER THE GOALS OF PREMIUM SERVICE AS
CERTIFIED BY AIRBUS HELICOPTERS, INC. AND IS HEREBY BRANDED AS A
PREMIUM SERVICE CENTER.

ON THIS 28TH DAY OF FEBRUARY, 2018
EXPIRES THE 30TH DAY OF SEPTEMBER 2021



ANTHONY BAKER - VP CUSTOMER SUPPORT



CUSTOMER SERVICE FACILITY



ROTORCRAFT SUPPORT, INC.

Fillmore, California

Has satisfactorily met all specified requirements to qualify as a Bell Approved Independent Customer Service Facility for the following Bell helicopters:

Listed Products

Field Maintenance:	205 / 206A / 206B / 206L / 212 / 222 / 407 / 412 / 429 / 505 / Huey II
Component Overhaul:	205 / 206A / 206B / 206L / 212 / 407 / 412 / 505
Cabin Repair:	206A / 206B / 206L
Tailboom Repair:	205 / 206A / 206B / 206L / 212 / 412



Michael Thacker

Michael Thacker
Executive Vice President, Innovation &
Commercial Business

Effective: July 1, 2021

Expires: June 30, 2022



AUTHORIZED SERVICE CENTRE FOR AGUSTAWESTLAND PRODUCTS
CERTIFICATION

RELEASED TO
ROTORCRAFT SUPPORT, INC.

WITH TECHNICAL BASE AT
**16425 HART STREET
VAN NUYS, CA 91406**

Having satisfactorily met all the necessary requirements as an AgustaWestland approved Service Centre for the maintenance of the following AgustaWestland Helicopters model:

A109A/All, A109C, A109E

A109S, A119/AW119MKII

SCA 13-079



November 25th 2013.

A handwritten signature in black ink, appearing to read "William J. ...", written over a horizontal line.



MD HELICOPTERS
MADE IN AMERICA

MD Helicopters, Inc.

Hereby Certifies That

Rotorcraft Support, Inc.

Is An

Authorized Service Center

For MD 500® Series Helicopters
MD 600® Series Helicopters
MD 900® Series Helicopters

Term of Authorization: October 15, 2019 through October 15, 2020

Nicky Nenadovic
Vice President, Aftermarket & Customer Support

Oct 15, 2019
Date





Rolls-Royce

Certificate of Authority

This is to certify that

Rotorcraft Support, Inc.

Is a Rolls-Royce RR300 Authorized Service Center (ASC) and has met the Qualifications to perform maintenance and repair on RR300 engines as detailed in the Rotorcraft Support, Inc. ASC Agreement. This certification is valid through 5 December 2019.

issued by

Gerald Sheldon, Helicopters Service Executive

signed

A handwritten signature in black ink, appearing to read 'Gerald Sheldon', written over a faint circular watermark.



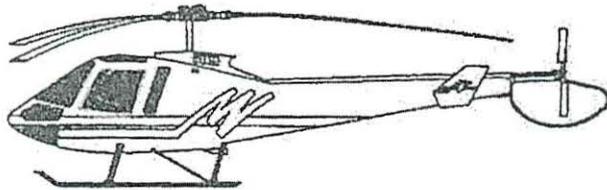
ENSTROM
HELICOPTER CORPORATION

Certifies that

ROTORCRAFT SUPPORT, INC.

has met all requirements for an Enstrom Service Center.

Granted: March, 2013



A handwritten signature in cursive script, appearing to read "Bayard duPont".

Bayard duPont, Product Support

... the heart of your system™



CONCORDE BATTERY CORPORATION

Established in 1977

July 20, 1999

RE: Appointment as a Concorde Aircraft Battery Distributor

ROTORCRAFT SUPPORT INC.
16425 Hart Street
Van Nuys, CA 91406

Phillip G. DiFIORE, President

To Whom It May Concern:

Concorde Battery Corporation is pleased to announce the appointment of ROTORCRAFT SUPPORT INC. as an authorized aircraft battery distributor.

As a Concorde Aircraft Battery Factory Sales and Service Center, ROTORCRAFT SUPPORT INC. offers factory authorized sales and service of Concorde Aircraft Battery Products including warranty coverage.

Sincerely,

Skip Koss
Vice President of Marketing

Rotorcraft Support, Inc.

AUTHORIZED



GARMIN®

Service Center

Approved for Garmin Service Categories
1,2,3

Garmin Service Categories:

- 1: GPS, VILS, COM, AUDIO/MKR DATA DELIVERY
- 2: TRANSPONDER
- 3: G1000 INTEGRATED SYSTEM
- 4: GFC700 AFCS
- 5: GWX68 RADAR



NORTHERN AIRBORNE TECHNOLOGY LTD.

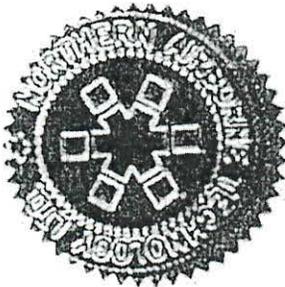
AUTHORIZED DEALER

This certifies that

Rotorcraft Support Inc.

Van Nuys, CA

*is an Authorized NAT Dealer for product categories
as defined in their approved Dealership Agreement.*



Approved by:

Ray Lewis

01/01

Northern Airborne Technology Ltd.



ISO 9001
(1994)

COBHAM

Cobham Aerospace Communications, Prescott
is pleased to recognize

Rotorcraft Support, Inc.

as a

Registered Dealer
of Audio and Radio Products

June 2, 2012

Presented on

Dawn Joao

Dawn Joao, Distribution Channel Manager

Certificate of Appointment

As an
Authorized Shadin Avionics Dealer

This is to certify, That

Rotorcraft Support Inc.

Has this 16th day of November, 2005 received appointment as an
AUTHORIZED SHADIN AVIONICS DEALER.



By Robert A. Randall
Executive Director

This authorization shall be subject to withdrawal and cancellation at any time by Shadin Avionics



Sagem Avionics Inc.
SAFRAN Group

Authorized Installation & Service Center

Rotorcraft Support, Inc.

Jean Baudin
President, CEO – Sagem Avionics, Inc.

12/08/2008

Date

Sagem Avionics, Inc.
2802 Safran Drive
Grand Prairie, TX 75052
(972) 314.3600

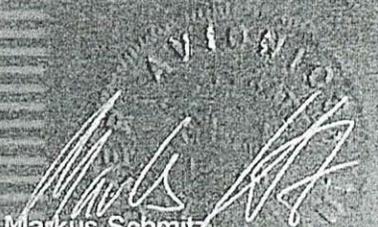
you
and **us**,
peridends.

AUTHORIZED DEALER

BECKER
AVIONICS
INTERNATIONAL
we bring you home

www.beckerusa.com

Rotorcraft Support, Inc.


Markus Schmitz
President & General Manager



**ANODYNE
ELECTRONICS
MANUFACTURING CORP.**

www.aem-corp.com



ISO 9001



AS 9100

Authorized Dealer

Rotorcraft Support Inc.

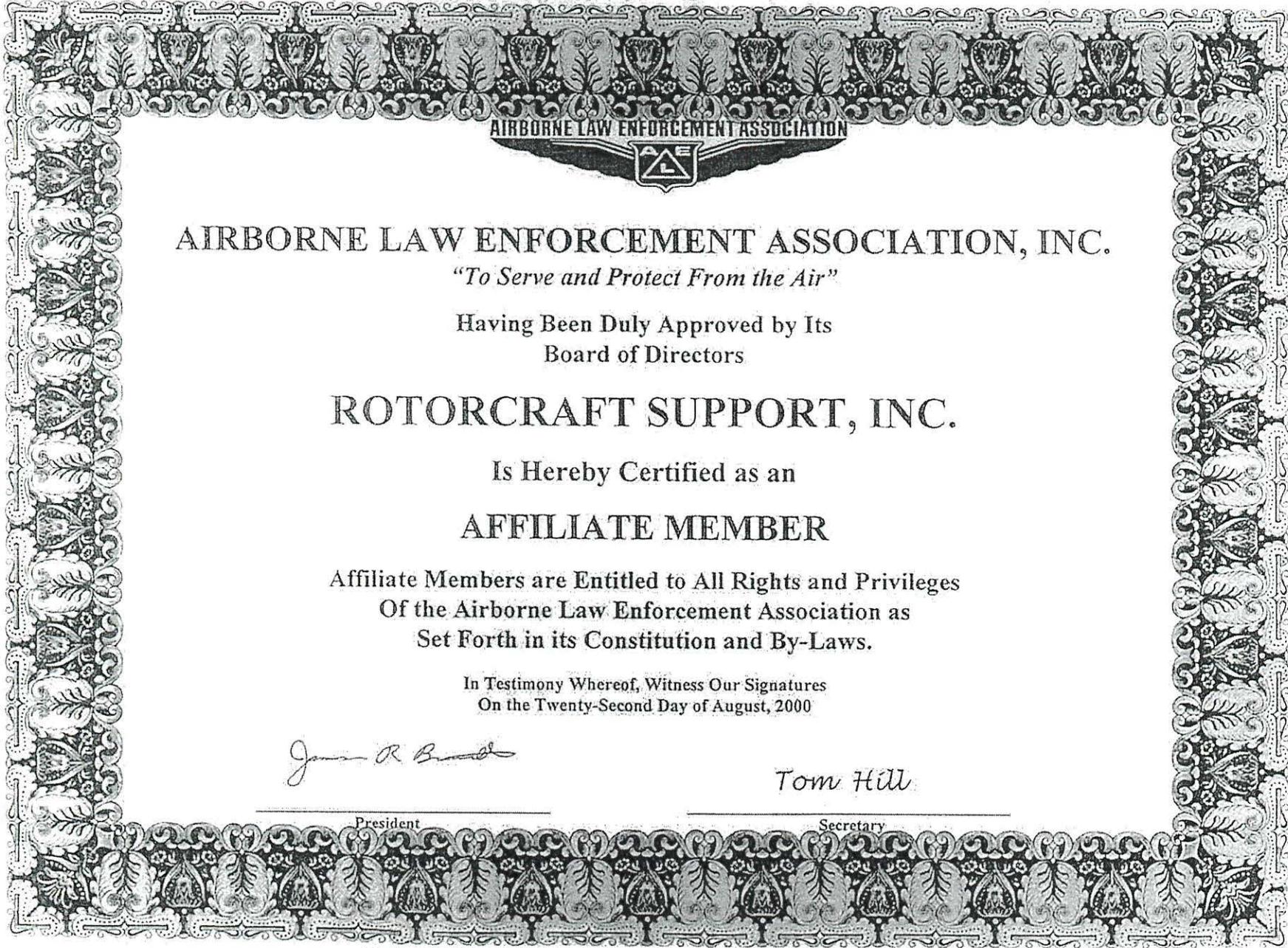
is an Authorized AEM Dealer for product categories
as defined in their approved Dealership Agreement

July 2011

DATE

D. Watch

APPROVED BY



AIRBORNE LAW ENFORCEMENT ASSOCIATION



AIRBORNE LAW ENFORCEMENT ASSOCIATION, INC.

"To Serve and Protect From the Air"

Having Been Duly Approved by Its
Board of Directors

ROTORCRAFT SUPPORT, INC.

Is Hereby Certified as an

AFFILIATE MEMBER

Affiliate Members are Entitled to All Rights and Privileges
Of the Airborne Law Enforcement Association as
Set Forth in its Constitution and By-Laws.

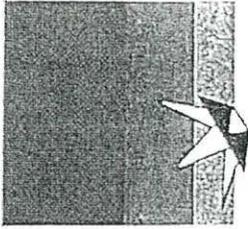
In Testimony Whereof, Witness Our Signatures
On the Twenty-Second Day of August, 2000

James R. B...

President

Tom Hill

Secretary



Phoenix Aerospace Inc.

220 WEST 80TH TERRACE
P.O. BOX 8744
KANSAS CITY, MISSOURI 64114-0744

FAA APPROVED REPAIR STATION NO. 363-1
VENDOR CODE IDENT NO. 29632

816 333-3460 TELEX 424183 PHXAEROINC UD

15 October 1999

ROTORCRAFT SUPPORT INC.
16425 HART STREET
VAN NUYS, CA 91406

818 997-7667
FAX 818 997-1513

Attn: Phillip G. DiFiore
President

Subject: Letter of recognition

TO Whom It May Concern:

PHOENIX AEROSPACE INC. is pleased to announce the appointment of ROTORCRAFT SUPPORT INC. as an authorized supplier of its products, sales and service.

As a Phoenix Aerospace supplier Rotorcraft offers factory authorized sales, service and warranty.

Sincerely,

William C. Sutherland
President & CEO

WCS:dal



EXECUTIVE SUMMARY

Thank you for the opportunity to present our credentials. Rotorcraft Support, Inc. is enthusiastic to continue our relationship with the San Diego Police Department and we feel confident we can continue to meet and exceed all safety and service requirements.

In its 35 year history, Rotorcraft Support, Inc. has built an unparalleled reputation for quality, safety and service and has become the finest maintenance facility in the Western Region. Our excellence has been recognized by most of the major helicopter manufacturers who have appointed RSI as their approved Customer Service Centers. These manufacturers include Airbus Helicopters, Bell Helicopter, Sikorsky, Leonardo (Agusta) Helicopters, MD Helicopters, Enstrom Helicopters and Robinson Helicopters. In addition, Rotorcraft Support, Inc. is an approved dealer for many of the major helicopter accessory companies including Garmin, Technisonic, Chelton, Sagem, Concorde and Northern Airborne to name a few. Rotorcraft Support, Inc. engages in a rigorous ongoing self-audit and quality control process that ensures we continue to perform at the highest level possible.

RSI is a full service facility offering almost every level of helicopter service with in-house capabilities. Our Operations Specifications (attached to this Bid) are included to provide a complete picture of our capabilities. Our wide range of in-house resources allows us to complete tasks quickly and efficiently without the need to obtain quotes from third party vendors. This reduces cost and allows the aircraft to be returned to service quicker.

Because of our hard work and dedication, Rotorcraft Support, Inc. has long been the choice of regional government fire and law enforcement agencies for their helicopter support needs. We fully understand the special requirements that these vital organizations need to continue to provide the essential services to their communities.

Rotorcraft Support, Inc. has been a California corporation for over 35 years. We have been a productive contributor to our local economy both as employer and taxpayer. We are proud San Diego taxpayers and hope that status continues in the future. As a Southern California business our close proximity to San Diego has a multitude of benefits to offer the San Diego Police Department. We only require a minimum of advance notice to provide additional labor or tooling for special or major projects requiring capabilities beyond the capacity of the SDPD facility.

Additionally, we can offer very quick turnaround times for spares that are in our inventory. RSI's close relationship to other local government agencies has benefited SDPD in the past as we have been able to arrange for the loan of critical spares in AOG situations.

Rotorcraft Support, Inc. has extensive experience in all levels of helicopter maintenance for the Airbus AS350B3 and H125 models. This encompasses Level 1, basic scheduled inspections, as well as general related troubleshooting and preventative maintenance. We have our own in-house component overhaul department as well as comprehensive avionics, structural, non-destructive testing and spares support for the Astar models.

10. Pricing.

10.1. Labor Rates.

Item No.	Est. Qty.	U/M	Description	Hourly Rate	Extension
1.	4160	HR	Labor Rate for all work required during regular working hours.	\$ 105.00	\$ 436,800.00
2.	300	HR	Labor Rate for all work required outside of regular working hours (overtime), including holidays and emergency call backs.	\$ 157.50	\$ 47,250.00
TOTAL SECTION:					\$ 484,050.00

10.2. Third full-time mechanic or additional mechanics as requested by SDPD.

Item No.	Est. Qty.	U/M	Description	Hourly Rate	Extension
1.	2,080	HR	Labor rate for all work required during regular working hours.	\$ 105.00	\$ 218,400.00
TOTAL SECTION:					\$ 218,400.00

10.3. OEM parts Airbus AS350/H125 and Turbomeca engines.

Item No.	Description	Discount OR Markup
1.	Airbus Repair Parts List Price	LESS 5 %
2.	Turbomeca Repair Parts List Price	PLUS 5 %



Bid No. 10089811-21-P

PRICING PROPOSAL

In addition to the pricing set forth in the RFP schedule, RSI would like to offer the following:

The pricing for Repairs or Overhauls performed at Rotorcraft Support, Inc. Fillmore locations shall be:

- OEM Airbus Parts/Materials shall be invoiced at List Price less 5%
- OEM Turbomeca Parts/Materials shall be invoiced as List plus 5%
- Labor shall be invoiced at \$105.00 per hour

All Other (non Airbus, Turbomeca) New Parts – MSLP + 10%

Used, Serviceable and/or Exchanged (Airbus Only) – less 10% from MSLP

Loaned/Rented modules or components – Cost + 10%

FREIGHT

Freight Out - City shall pay for freight out charges from RSI stock in Fillmore, CA
City shall pay for freight out charges for subcontracted work

Freight In - City shall pay for freight in charges on Repairs, Overhauls, Exchanges and other subcontracted work

AOG, Expedited, Oversize, Special Order and Hazardous Material surcharges may apply to standard freight charges

Contractor shall endeavor to consolidate all parts economically, but sometimes availability mandates that partial shipments be made from a single purchase order to avoid undue delays. City shall pay freight costs for all such partial or progressive shipments.